

provisions of its Franchise Agreement and applicable law.

(e) Full Cable Service to Certain Facilities. Upon the request of the County, the Franchisee shall provide full basic and satellite tier Cable Service free of charge to each public school and public school administrative facility, each public library facility, each fire station, each Public Access Center, each County office and agency, and each County-owned and County-leased facility within the Franchise Area and other jurisdictions located within King County where the Franchisee has a franchise, permit, license or other right to serve as shall be designated by the County from time to time. To the extent any drop to facilities other than public schools and public libraries exceeds seventy-five (75) feet underground or one hundred fifty (150) feet aerial, Franchisee may request compensation for its time and materials. Inside wiring will not be Franchisee's responsibility. These service outlets will have sufficient electric power to be capable of serving all rooms in each facility, however, the Franchisee is not obligated to provide more than one standard line amplifier at each facility. Free service will not be provided to any private, for-profit concessionaire using County facilities.

(f) Proof of Performance Tests. Every six (6) months or as required by FCC rules, whichever is more often, the Franchisee shall conduct proof of performance tests pursuant to the Cable Ordinance, designed to demonstrate compliance with the Ordinance, this Franchise Agreement and FCC requirements, and shall provide

to the County a written report showing the results of such tests. If the tests reveal that the Franchisee is not in compliance with all applicable requirements, the Franchisee shall immediately take whatever steps are necessary to achieve compliance. Not later than thirty (30) days following completion of the tests which revealed non-compliance, the Franchisee shall conduct additional proof of performance tests to determine whether it has corrected its non-compliance; provided that the County may extend this thirty (30) day requirement as it deems necessary. Franchisee must correct and retest the system until either the system passes the test or obtains a waiver. Notwithstanding, this Section 15(f) is enforceable only to the extent inconsistent with federal law.

(g) Leased Access Channels. The Franchisee shall provide leased access channels as required by federal law.

(h) Customer Service Monitoring. The Franchisee shall install such devices as are required to enable it to determine whether it is complying with all telephone answering standards required by applicable customer service regulations, as amended from time to time.

(i) Local Office. Throughout the franchise term, the Franchisee must maintain, at a minimum, three (3) local offices conveniently located to King County subscribers. Franchisee shall install telephones and other equipment so that the office is reachable by a local, toll-free telephone number.

(j) Emergency Broadcasts. Franchisee shall install devices

and all equipment with reasonable performance standards as specified by the County. The equipment must permit the County to override the audio and video on all channels on the Cable System without the assistance of the Franchisee for emergency broadcasts from a location designated by the County. This obligation shall be effective only upon notice by the County that it has entered into a master agreement with other jurisdictions. Notwithstanding, Franchisee shall use best efforts to coordinate with other jurisdictions.

(k) Interconnection. The Cable System in the County, operated by Franchisee, shall be interconnected within or at the boundaries of the franchise territory with other systems operated in the County and in the greater Seattle area, to the extent the signals of the other systems are available to Franchisee.

(l) Uses of System. Franchisee must agree to advise the County of all active uses of the System, for both entertainment and other purposes, such as data transmission, local area networks, and voice transmission, and the County shall have the right to conduct unannounced audits of such usage.

(m) Additional Capacity. Franchisee must agree to notify the County at least one hundred eighty (180) days in advance of the installation of any fiber optic capacity not contemplated by the initial design of the System, so that additional fiber may be installed in accordance with the Construction Agreement for government and institutional use.

(n) Programming. Franchisee shall provide broad categories

of video programming, which categories shall include but not be limited to general entertainment programming, programming primarily directed at children, public affairs, education, minority, 24-hour news, local news, foreign language, cultural and performing arts, and sports programming.

**16. Channels, Facilities, Equipment and Services
for Public, Educational and Government Use.**

(a) Access Channel.

(1) In addition to the Minority Programming Channels described in Section 16(h), the Franchisee shall make available to all Subscribers not later than June 1, 1995 four (4) additional standard (6 Mhz) video channels for public, educational and governmental use, which channels shall be carried on the basic tier of service and shall be in addition to the Institutional Network. Each Subscriber, as that Subscriber is served and connected to the rebuilt System required by Section 15(a), shall have available two additional analog video channels and one closed digital channel for public, educational and governmental use at no additional charge. Notwithstanding, unless and until Franchisee activates digital capacity to subscriber homes, any closed channels shall be analog.

(2) In addition to the channels specified in Section 16(a)(1), after the rebuild of the System as described in Section 15, the Franchisee shall activate and make available to the County additional public, educational and governmental channels

as specified in this paragraph.

(i) Public Access: Franchisee shall provide an additional channel whenever the channels set aside by the County for public access programming are programmed with qualified programming at least seventy percent (70%) of the cumulative time between the test hours of 10:00 a.m. to 3:00 p.m. and 6:00 p.m. to 11:00 p.m., Monday through Friday, over a consecutive ten (10) week period. All qualified programming shall count in this measurement for the actual running time shown. Repeat programs as defined in Section 16(a)(3)(i) are qualified programming only to a maximum of twenty-five percent (25%) of total qualified programming. Programs which are neither locally produced programming nor programming related to the County may be qualified programming only to a maximum of fifty percent (50%) of total qualified programming.

(ii) Educational Access: Franchisee shall provide an additional channel whenever the channels set aside by the County for educational access programming are programmed with qualified programming at least seventy percent (70%) of the cumulative time of either between the test hours of 8:00 a.m. to 11:30 a.m. and 12:30 p.m. to 4:30 p.m. or between the test hours of noon to 10:00 p.m., Monday through Friday, over a consecutive ten (10) week period. All qualified programming shall count in this measurement for the actual running time shown. Repeat programs as defined in Section 16(a)(3)(i) are qualified programming only to a maximum of twenty-five percent (25%) of

total qualified programming. Programs which are neither locally produced programming nor programming related to the Puget Sound Region may be qualified programming only to a maximum of fifty percent (50%) of total qualified programming. Any program broadcast locally within three (3) years of the measurement period is not qualified programming. Notwithstanding, the Franchisee may, in its sole discretion, permit the program to be qualified programming upon written request by the County. The County and the Franchisee agree to meet within four (4) years of the effective date of this Franchise to discuss amending the treatment of programs broadcast locally as qualified programming. For purposes of this subparagraph, "broadcast locally" means transmitted on the signal of a local commercial television station or a qualified local noncommercial educational television station with signal carriage rights on the Franchisee's System pursuant to 47 U.S.C. Sec. 535, as in effect on the effective date of this Franchise.

(iii) Governmental Access: Franchisee shall provide an additional channel whenever the channels set aside by the County for governmental access programming are programmed with qualified programming at least seventy percent (70%) of the cumulative time between the test hours of 9:30 a.m. to noon, 1:30 p.m. to 4:30 p.m., and 7:00 p.m. to 10:00 p.m., Monday through Friday, over a consecutive ten (10) week period. All qualified programming shall count in this measurement for the actual running time shown.

(3) As used in Section 16(a)(2),

(i) "repeat program" means the running time of any program only to the extent it is shown more than four (4) times during the test hours over the ten (10) week measurement period.

(ii) "locally produced programming" means programming (a) produced within the County, or (b) produced by any County resident or any agency, public or private, which provides services to County residents within the County, regardless of the location at which the programming was produced.

(iii) "programming related to the County" and "programming related to the Puget Sound Region" means programming which addresses the educational, political, social or cultural interests of any segment of the residents of the County or of the Puget Sound Region.

(iv) "qualified programming" includes video bulletin board material if the material consists of multiple and different text (or video and text) screens transmitted to different subscribers simultaneously. The term does not include video bulletin board material such as character generated material to the extent the same text (or video and text) screen is sent simultaneously without variation to all system subscribers.

(4) Additional channels shall be analog format provided total analog channels do not exceed 10% of the System's activated analog capacity. Any required channels under this

paragraph in excess of the analog allotment shall be in digital format. Notwithstanding, unless and until Franchisee activates digital capacity, all additional channels shall be analog. The operator may convert the analog PEG channels to digital format when all subscribers have the necessary equipment to receive the channels. The bandwidth for individual digital PEG video channels shall equal or exceed the bandwidth and transmission quality of standard commercial digital video channels on the system.

(5) The County shall administer the use and allocate responsibility for the operation of all public, educational and governmental channels. The County shall have the right to allocate the channels to any entity responsible for managing access channels, or to maintain them as separate channels under the County's own control.

(6) The Franchisee will provide any open PEG channels (including the minority programming channel) on the basic tier throughout the life of the franchise.

(7) When the Franchisee begins offering any two way interactive commercial services, including any data service, it shall simultaneously allocate the County not less than 20 MHz bandwidth on the cable system for bi-directional transmissions by public, educational and governmental users. The bandwidth shall be equally allocated between forward and reverse bandwidth. This bandwidth shall be in addition to, and not in lieu of, the channels for public, educational and governmental use specified

elsewhere in this Section 16.

After the Franchisee initially implements two-way capacity for its own use, whenever the Franchisee adds additional capacity beyond the initial 5-40 Mhz installed as part of the rebuild plan, the County shall be assigned use of ten percent (10%) of that additional capacity.

The County may manage the use of the bandwidth or designate one or more nonprofit access management corporations, schools, school districts or any other qualified entities to manage or share the responsibility for managing the use of the bandwidth. Any entity responsible for management of the use of this bandwidth may, with respect to the bandwidth for which it is the manager, establish and enforce (1) the allocation of bandwidth to particular services and (2) rules for use of the allocated bandwidth, so long as those rules are consistent with this Franchise and relevant law. The franchisee shall not take any action which causes material degradation to information transmitted over the bandwidth.

Bandwidth made available to the County under this provision shall be solely for PEG use and not interrupted or shared by other users. The allocated frequencies must be in groups of not less than 10 MHz of adjoining frequencies. The bi-directional interactive capacity shall be activated from all system subscribers to the Franchisee's headend, and to the switcher of the County or other managing entity if the switching capacity is not located at the headend.

Franchisee and the County shall work together to determine the location of bandwidth allocated under this subsection, and the Franchisee shall have final authority to determine the spectrum location of that bandwidth. At the discretion of the Franchisee, the initial 10 MHz of reverse capacity may be the 5 MHz to 15 MHz portion of the spectrum. Once specific bandwidth is designated for use, the Franchisee may not change the spectrum location except on written approval of the County or other agency charged with managing this bandwidth.

Except as expressly permitted by federal law, the Franchisee agrees it will not exercise any editorial control over information created by others and transmitted using this capacity.

Except as otherwise specified in this Agreement, bandwidth availability and use, shall be available free of charge by the Franchisee to users, including the entity that manages the use of the bandwidth capacity, and to the County.

When the Franchisee leases, purchases or otherwise obtains or increases electronic memory storage capacity for its own use in support of bi-directional data and interactive services, it shall make such capacity available for public, educational and governmental video on demand, data transmission and other interactive applications. This capacity shall be available to the County and/or other PEG management entity at the Franchisee's cost.

(8) The County agrees that it will not use its

designated access channels or other facilities, its Institutional network facilities or other designated Franchisee subscriber network facilities to provide for-profit commercial services which compete with the Franchisee's lines of business. However, the County may authorize charges to pay the direct costs of the non-commercial services, such as fees for video class instruction or charges to recover the cost of special use equipment.

(9) Any reference to an analog channel for PEG use refers to a 6 MHz channel. When the System activates digital capacity and is delivering digital signals to customers, the County may elect to have some or all of the channels authorized in this Section transmitted in digital format.

(b) Capital Grant for Access Equipment and Facilities.

(1) The Franchisee shall provide the County an annual capital grant in a base amount subject to the adjustments and payment schedule set forth below, to be used by the County in its sole discretion for cable related and institutional network related purposes. These grants are not franchise fees and Franchisee waives any claim otherwise.

(2) On the effective date of the renewal franchise, the Franchisee shall provide the County \$800,000 in cash or cash equivalents as the first year's base amount.

(3) On the first and second anniversaries of the effective date of the franchise, the Franchisee shall provide grants in the form of construction/work order credits to the County in base amounts calculated in accordance with Section

16(b)(7) below, for the construction of its I-net.

The Franchisee agrees that it may be engaged by the County as its construction contractor to build designated portions of its I-net within the Franchisee's franchised service area on the terms and conditions set out in the Construction Agreement dated _____, 1995. If the Franchisee provides construction services to the County, the Franchisee shall deduct the County's construction expenses in years two and three of the Franchise from the total annual grant allowance and provide the County a running balance. A final accounting of construction expenses incurred during years two and three of the franchise shall be performed in the first quarter of year four of the renewal term. Any unused portion of the allowance plus interest shall be provided to the County in cash or cash equivalents at such time. Any expenses incurred beyond the amount of the allowance plus interest shall be invoiced to the County, and shall be offset against the Base Amount referenced in Section 16(b)(4).

(4) On the third anniversary of the effective date of the franchise, the Franchisee shall pay to the County an amount equal to the base amount.

(5) On the fourth anniversary of the effective date of the franchise, the Franchisee shall pay to the County a lump sum payment for years five, six and seven of the franchise term equal to the base amount times three (3).

(6) On the seventh anniversary of the effective date

of the franchise, the Franchisee shall pay to the County a lump sum payment for years eight, nine and ten of the franchise term equal to the base amount times three (3).

(7) The base amount after the first payment shall be calculated as follows: The previous base amount, or \$800,000 when calculating the base amount for the second anniversary, shall be adjusted annually at the anniversary date of the franchise for incremental inflation during the subsequent year to the extent inflation exceeded two (2) percent as measured by the GNP-PI. For example, should the GNP-PI in a given year not exceed two (2) percent, no adjustment shall be made to the previous year's base amount. If the GNP-PI increases by three (3) percent, the base amount shall be increased by one (1) percent. Subsequent base amounts shall be based on the prior year's adjusted base amount.

(8) The annual grant may be further adjusted if the population within the Franchise area declines by more than twenty (20) percent after the effective date of this franchise. In that event, the amounts of the grants following the date the population decline reaches twenty (20) percent shall be adjusted by twenty (20) percent. Further adjustments up or down may be made for every ten (10) change in population. In no event may the grants for a one-year period ever exceed the base amount otherwise calculated under Section 16(b)(7).

(c) Return Feed from Facilities.

(1) The headend shall be designed and built to include

all equipment, including but not limited to laser transmitters, modulators, and processors, drops and wiring, so that the PEG access centers can send signals to the headend on the County's Institutional Network and those signals can be distributed downstream on the subscriber network; and so that the facilities can each remotely and without assistance from the Franchisee or access to its headend (i) receive signals from distant locations; (ii) route signals originated at an access center or at other locations onto any of the access channels on the regular subscriber network; and (iii) otherwise control the signals to allow for smooth breaks, transitions, insertion of station IDs and other material.

(2) At any time after any fiber node is completed and two-way activated (whether construction of all nodes is completed or not), the Franchisee, within 60 days of a request from the County, shall provide upstream capacity and all necessary system equipment from such node to the headend and designated access production facilities, so that signals can be originated at a distant location and routed onto an appropriate access channel without the assistance of the Franchisee.

(3) The County may collocate institutional and access network equipment as reasonably necessary in Franchisee's buildings and structures without charge. When Franchisee activates the subscriber network two-way capacity and provides the County upstream PEG capacity on the subscriber network, the County shall not authorize this capacity to be used for

commercial purposes by the County or third parties.

(d) Management of Channels. The County may designate one (1) or more entities, including a non-profit access management corporation, to manage the use of all or part of the Institutional Network and the public, educational, and governmental access channels and two-way capacity dedicated under Section 15(b) and Section 16, respectively. Until such an entity has been designated, the County shall perform all functions assigned to the entity in this Agreement.

(e) Program Guide. The County shall make the schedule of public, educational, and governmental programming available to Franchisee as required to meet franchisee's publication deadline. Franchisee shall cooperate with the County in making the schedule available to all subscribers and to appropriate news sources, in the same manner as it does all other programming on the System. Franchisee is not responsible for any decision by an independent news source to not publish the schedule.

(f) Costs and Payments not Franchise Fees. The parties agree that any capital costs to the Franchisee associated with the provision of support for public, educational or governmental access pursuant to this Franchise Agreement, and any capital grant payments made to the County pursuant to Section 16 of this Agreement, do not constitute and are not part of a franchise fee, and fall within one or more of the exceptions to 47 U.S.C. § 542.

(g) Editorial Control. Except as expressly permitted by federal law, the Franchisee shall not exercise any editorial

control over the content of programming on the designated access channels (except for such programming the Franchisee may produce and cablecast on those channels).

(h) Minority, Ethnic, and Foreign Language Programming Channels. Throughout the term of the franchise in addition to the existing minority, ethnic and foreign language programming channels carried at the time of renewal, the Franchisee shall designate and maintain a channel on its basic tier for commercial use by a qualified minority, ethnic and foreign language programming source(s). The County, in consultation with the Franchisee and subject to its approval, shall select the minority, ethnic and foreign language programming source(s). The County may designate a different minority, ethnic and foreign language programming source periodically to the extent consistent with existing programming contracts. The Franchisee shall use best efforts to negotiate an agreement(s) for carriage with the selected programming source(s) and shall be solely responsible for all costs of carriage. The County shall cooperate with the Franchisee's efforts to negotiate appropriate agreements. Any such agreement shall be assignable to the County by the Franchisee in the event that any programming service affiliated with the Franchisee commences an action related to the provision of the minority, ethnic and foreign language programming channel. Franchisee shall indemnify and hold the County harmless from any action arising out of such assignment. The County may designate another minority, ethnic and foreign language programming source

if the Franchisee terminates the agreement with the prior programming source. The Franchisee shall add such a channel as soon as practicable but in no event later than one-hundred and twenty (120) days after the County has designated the programming source.

17. Timing and Planning of Construction; Extension.

(a) Interconnection. The Franchisee shall interconnect the system upon rebuild with all other willing cable system operators in immediately adjoining areas, whether in the County or not. Such operators must meet the Franchisee at or within the Franchise Area and provide signals of industry standard quality. The Franchisee shall provide signals to and receive signals from all interconnected operators so as to provide real time carriage of public, educational and governmental programming and Institutional network services that are comparable to services carried on Franchisee's King County Network.

(b) Line Extensions. In addition to the requirements contained in the Ordinance, Franchisee promises to enter all joint utility trenches and conduit whenever available upon reasonable notice within its franchise area at no charge to new subscribers. If Franchisee fails, after notice, to enter a conduit or joint trench, any later construction to reach locations that would otherwise have been served from the conduit or trench shall be at Franchisee's sole expense.

(c) Construction of the Institutional Network. The parties to this Agreement will execute a separate and simultaneous

contract to coordinate design, construction and operation of the I-net with the rebuilding of the Franchisee's network. Both parties will use best efforts to coordinate on the location of the Viacom fiber nodes to maximize the savings to the County while not altering the cost or specifications of the rebuild construction to Viacom. Pursuant to this separate agreement, to the extent the County contracts, Viacom will construct those parts of the County network that are not collocated with Viacom facilities and are solely for the County's use. Except as provided in Section 15(b), Franchisee shall undertake construction and installation of all County network facilities in accordance with the Construction Agreement.

(d) Permit Fees.

(1) The County shall waive Right-of-Way Construction Permit fees required by the County in connection with any construction by Franchisee which is solely for the County's Institutional Network or other Facilities described in Section 16.

(2) The County shall waive pro rata any Right-of-Way Construction Permit fees which are payable to the County's Property Services Division for its services, and which arise in connection with the Franchisee's joint construction of the Cable system and the County's Institutional Network or government access Facilities. The pro rata share of fees which will be waived shall be calculated by multiplying the total amount of Right-of-Way Construction Permit fees required in connection with

Franchisee's joint work by a fraction, the numerator of which is the number of fibers for the County involved in the Franchisee's joint work in the pertinent area, and the denominator of which is the total number of fibers involved in the joint work in the pertinent area. For example, if a project involves one hundred (100) feet of construction, forty (40) feet solely for the Franchisee and sixty (60) feet for both the Franchisee (6 fibers) and the County (2 fibers), the fee shall be calculated as follows:

(40 feet times per ft. charge) + (60 feet times per ft. charge times 6/8) = Franchisee's fee.

(e) Retention of Discretion. The County retains discretion to waive, extend or grant a substitute construction schedule or equipment requirement upon request and showing by Franchisee that the waiver, extension or substitution will result in improved design or performance of the cable system. If the County exercises its discretion under this Section 17(e), Franchisee shall not be liable for any damages specified in Section 10(a)(1) or 10(a)(3) to the extent of such action by the County. The County will not unreasonably withhold the requested actions.

18. Conditions on Use of Rights-of-Way: Specific Practices.

As provided in Sections 2(h) and (i), the construction, operation and repair of the Cable System must be performed in compliance with this Agreement and all applicable laws regarding use of the rights-of-way. The Franchisee's obligations and the

County's rights under that Section include, but are not limited to, the following:

(a) Use of Public and Private Property; Generally.

(1) The Cable System shall be constructed, operated and repaired so as to cause minimum interference with the rights and reasonable convenience of property owners (including the County) and users of the right-of-way and other public property. The County may from time to time issue reasonable rules, regulations and permit requirements concerning the construction, operation and repair of the Cable System as appropriate to ensure compliance with this Section 18. Applications for work permits shall be presented to the County's Property Services Division which may require copies of plans, blueprints, cross-sections, or further detailing of work to be done. Any work done, whether by Franchisee, its contractors, or third parties will include necessary paving, patching, grading, and any other reasonably necessary repair or restoration to the County rights-of-way. All work shall be done to the satisfaction of the County's Director of Public Works.

(2) All equipment, lines, and appurtenances which are used in the operation, maintenance, repair or construction of the Franchisee's system, except for those pieces specifically noted in this Franchise, and which are located within the County's rights-of-way shall be considered to be part of Franchisee's system and shall be the Franchisee's responsibility. All permits for the operation, maintenance, repair or construction of said

system shall be applied for and given in the name of the Franchisee, who shall be responsible for all work done under the permit regardless of whether the work is done by the Franchisee, its employees or contractors, or by third parties. Except as contained in Section 17(d), to the extent that permit conditions are more stringent than the provision of this Franchise, the permit conditions shall govern.

(3) Franchisee shall obtain all required permits or easements before commencing any construction, reconstruction, repair, maintenance, or other work or property use. Permits for emergency work shall be obtained as soon as possible, but in no event later than one working day after the work is begun.

(4) All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner and may be subject to the supervision, inspection, approval and direction of the County Engineer. The franchisee must comply with all safety requirements, rules, and practices and employ all necessary devices as required by applicable law and permits during construction, operation and repair of its Cable System. By way of illustration and not limitation, the Franchisee must comply with the then current edition of the County Road Standards, National Electric Code published by the National Fire Protection Association (currently ANSI/NFPA 70-1990, and replaced by subsequently adopted additions); National Electrical Safety Code published by the Institute of Electrical and Electronics Engineers, Inc. (currently ANSI C2-1990 and replaced by

subsequently adopted additions); and Occupational Safety and Health Administration (OSHA) Safety and Health Standards. In addition, all work shall be performed in accordance with the National Cable Television Association Standards of Good Engineering Practices and the Franchisee's Construction Procedures Manual, except to the extent the practices described therein are inconsistent with applicable law. All traffic control shall be done in compliance with the then current edition of Manual on Uniform Traffic Control Devices, Part VI.

(5) Inspection fees shall be charged and billed monthly in accordance with administrative procedures developed by the County's Department of Public Works.

(b) Use of Poles and Conduits.

(1) Where electrical and telephone utility wiring is installed underground at the time of initial Cable System construction, or when such wiring is subsequently placed underground, all Cable System lines or wiring and equipment shall also be placed underground on a nondiscriminatory basis with other wire line services at no additional expense to the County or subscribers. Related cable system equipment such as pedestals must be placed in accordance with County code requirements and underground utility rules as interpreted by the County Road Engineer. In areas where both electric and telephone utility wiring is aerial, the Franchisee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of

aerial installation.

(2) The Franchisee shall utilize existing poles and conduit wherever possible.

(3) The Franchise does not grant, give or convey to the franchisee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the County or any other person without their permission. Copies of agreements for use of poles, conduits or other utility facilities must be provided upon request by the Cable Office.

(4) In any case where the Franchisee is or has been authorized to erect a pole, the Franchisee shall extend the right to use its poles upon reasonable terms and conditions to other persons having a franchise or permit to maintain lines and facilities upon the same road or right of way (a "franchise holder"). The County shall have the right to install and maintain free of charge upon the poles owned by the Franchisee any facilities that do not unreasonably interfere with the Franchisee's Cable System.

(c) Repair and Restoration of Property.

(1) The Franchisee shall protect public and private property from damage. If damage occurs, the Franchisee shall promptly notify the property owner.

(2) If public or private property is disturbed or damaged, the Franchisee shall restore the property to its former condition including necessary paving, patching, grading and other necessary repair or restoration, normal wear and tear excepted.

Public right-of-way or other County property shall be restored to its former condition, normal wear and tear excepted, in a manner and within a time approved by the County Road Engineer or custodial agency. If restoration of public right-of-way or other County property is not satisfactorily performed within a reasonable time, the County Road Engineer or custodial agency may, after prior notice to the Franchisee, or without notice where the disturbance or damage may create a risk to public health or safety, or cause delay or added expense to a public project or activity, cause the repairs to be made at the Franchisee's expense and recover the cost of those repairs from the Franchisee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Franchisee shall pay the County. Consistent with Section 11(a), if suit is brought upon Franchisee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of the County, then the Franchisee shall pay all of the County's actual costs resulting from the non-payment, including interest from the date the bill was presented, disbursements, attorney's fees and litigation-related costs. Private property must be restored promptly, considering the nature of the work that must be performed.

(3) Within thirty (30) calendar days of the effective date of the Franchise and prior to commencing any construction or upgrade, Franchisee shall provide a restoration bond in the

amount set by the County Road Engineer. As construction of the initial or upgraded cable system is completed, the amount of the bond may be reduced and/or released by the County. The bond required by this Section 18 shall be governed by the requirements of K.C.C. Section 14.44.080.

(4) The County may require an additional restoration bond, pursuant to K.C.C. §14.44.080, to be posted by Franchisee prior to any construction, reconstruction, maintenance or repair or other work in the County's right-of-way occurring subsequent to the completion of the initial construction or upgrade of the Cable Systems, in a reasonable amount and upon such terms as determined by the County Road Engineer. The Franchisee may obtain one bond to meet the requirements of both Section 18(c)(3) and Section 18(c)(4) if the combined bond meets the requirements and has the approval of both the County's Property Services Division and the Director of Public Works.

(5) Prior to entering onto private property to construct, operate or repair its Cable System, Franchisee shall give the person residing on or using the property adequate notice that it intends to work on the property, a description of the work it intends to perform and a name and phone number the person can call to protest or seek modification of the work. Work shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners, residents and users.

(d) Movement of Cable System For and By County. The